

Exhibit 3

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

RVRG HOLDINGS LLC,

Plaintiff,

v.

STARIT GROUP LIMITED,

Defendant.

CIVIL CASE NO.

24-CV-7530 (ALC)

**DECLARATION OF XIAOYA DAI
IN SUPPORT OF DEFENDANT’S
MOTION TO DISSOLVE THE
PRELIMINARY INJUNCTION**

DECLARATION OF XIAOYA DAI

I, XIAOYA DAI, declare under penalty of perjury that the following facts are true and correct:

1. I am the Vice President of the Defendant corporation, Starit Group Limited (“SGL”).
2. By virtue of my position as Vice President of SGL, I possess firsthand knowledge of the facts stated in this Declaration and I am duly authorized to state and represent such facts on behalf of SGL.
3. SGL is the corporate owner of the e-commerce website Superbuy.com (“Superbuy”), registered in Hong Kong, SAR in 2012.
4. Superbuy is a shopping aggregator and purchasing agent platform, facilitating e-commerce transactions between our users and third-party vendors, exclusively.
5. Superbuy does not sell any products. Instead, Superbuy translates product listings on third-party websites, facilitates the purchase of products through third-party vendors, and

provides shipping of those purchased products.

6. Superbuy displays translated product listings only from third-party sellers' platforms and does not generate any product listings of its own.
7. Superbuy does not sell any Superbuy-branded products nor affix any Superbuy labels to goods and further does not ship the goods in boxes marked with its name or logo.
8. Superbuy is not an online marketplace in that it does not provide a platform for independent retailers to sell directly to customers.
9. Superbuy customers search for products by entering search terms. Search results from third-party vendor websites are then presented algorithmically based on relevancy. The search results are displayed subject to user-defined filters or criteria and are not manipulated by Superbuy to advertise or promote a product.
10. Superbuy does not sell, manufacture, nor design any products, nor does it direct, influence, or otherwise control the manufacture or design of products listed through third-party platforms.
11. Superbuy does not advertise any products—it merely algorithmically displays translated listings from third-party merchants or past purchases from other Superbuy users.
12. Superbuy does not accept any payment nor other compensation from any third-party vendors to have their products included in Superbuy search results.
13. Superbuy does not maintain standing inventory and does not bear the risk of loss for products shipped to its warehouse agent, and only collects money by fee. Unlike sellers, Superbuy does not adjust prices in relation to the value of any goods.
14. When a customer searches for a product on Superbuy, the customer is provided translated listings originating from one of three vendors: Taobao, Tmall, and 1688. The listings

indicate from which of the three vendors the product originates.

15. Customers can purchase products from third-party vendors via Superbuy's platform by making a one-time payment through vendors such as PayPal and Stripe or using funds from their Superbuy account.
16. Customers can transfer funds to their Superbuy account using money-transfer services such as Wise. Funds transferred to a Superbuy account may be left in reserve until a customer wishes to make a purchase.
17. When a customer purchases a product located via the Superbuy platform, Superbuy enlists the help of an independent, third-party shopping agent, who makes the purchase directly from the third-party seller.
18. All money paid by a customer to purchase a product via the Superbuy platform is transferred to the third-party seller via a third-party shopping agent.
19. Superbuy's shopping agent may refuse to make a purchase at its own discretion.
20. At present, all customer funds stored on PayPal, Stripe, or Airwallex accounts are frozen.
21. Now that Superbuy's accounts are frozen, customers can no longer make purchases on Superbuy with the funds in those frozen accounts. If a customer wishes to make a purchase using a balance in a frozen account, Superbuy covers the cost of that purchase for the customer out of pocket.
22. Products purchased by the shopping agent are shipped to a warehouse owned by Huizhou Xingyun Yitong Technology Co., Ltd. ("Huizhou").
23. A Huizhou warehouse agent performs a quality control check on all products received at Huizhou's warehouse to ensure the product is ready for receipt by the customer.
24. Packages received by Huizhou are then repackaged and shipped in their original packaging

if the original packaging is intact and in good condition.

25. Packages received by Huizhou are placed in a Superbuy-branded bag if the original packaging is in poor condition.
26. Superbuy estimates that approximately [REDACTED] of products it receives are shipped in Superbuy-branded bags.
27. Once a product has been inspected, a Huizhou warehouse agent sends a photo of the product to the customer for review and approval prior to shipment, at which time the customer may accept or reject the product.
28. If a customer rejects a product purchased via the Superbuy platform from a third-party vendor, the customer works with the shopping agent to receive a refund directly from the third-party vendor.
29. If a customer accepts a product purchased via the Superbuy platform from a third-party vendor, the customer pays Superbuy an international shipping fee which includes Superbuy's service fee.
30. The Huizhou warehouse agent ships products through third-party couriers such as DHL and UPS.
31. The fee Superbuy receives for shipping is not determined on a per-item basis but is calculated based on the total weight and volume of the goods being shipped.
32. Superbuy's service fee is generally between [REDACTED] of the shipping fees during a given business cycle.
33. The only revenue Superbuy receives in the life cycle of selling a product is the service fee it receives during the shipping process.
34. Superbuy has implemented and continues to implement anti-counterfeiting measures.

35. Prior to receiving the allegations contained in Plaintiff's complaint against Superbuy, Superbuy is not aware of having been contacted by Plaintiff regarding its counterfeiting concerns.
36. Upon being first notified of the allegations contained in Plaintiff's unsealed complaint, Superbuy responded by removing access to allegedly infringing listings as referenced in Plaintiff's complaint.
37. Superbuy has implemented controls to prevent customers from manually searching for any products described as or represented to be Rhude products, including common misspellings.
38. Superbuy prevents users from manually entering links for any products described as or represented to be Rhude products from third-party platforms.
39. Superbuy continues to search for spreadsheets that publicly identify any products described as or represented to be Rhude products and remove any suspicious listings.
40. After receiving notice of the allegation of this litigation, Superbuy reassigned staff to direct additional focus on its anti-counterfeiting policies.
41. As it has done previously, Superbuy will continue to identify third-party sellers who have been identified as having listed counterfeit products and pre-emptively exclude those sellers' listings from user search results.
42. Defendant possesses no records and is not otherwise aware of Plaintiff RVRG ever having attempted to contact Defendant regarding its counterfeiting concerns prior to this lawsuit.
43. Superbuy maintains standard procedures to address trademark claims, which includes conducting an investigation and removing listings deemed to infringe the intellectual property rights of the trademark holder.
44. As a result of the preliminary injunction, Superbuy's customers are now unable to purchase

any products—including the vast majority of products which have not been alleged to be counterfeit—using U.S.-based payment methods, including PayPal and Stripe.

45. Superbuy is currently experiencing an estimated loss of [REDACTED] in monthly revenue as a result of the preliminary injunction. Over the course of the six months since the TRO and preliminary injunction were implemented, Superbuy has lost approximately [REDACTED] USD in revenue as the result of the asset freeze.

46. Superbuy's estimated profit to date, which consists solely of Superbuy's service fee collected during shipping, on all U.S. sales of any products described or represented to be Rhude products does not exceed [REDACTED] USD.

47. Superbuy has lost approximately [REDACTED] customers due to the asset freeze and customers' inability to use PayPal and Stripe payment methods.

48. Superbuy's affiliate program provides a commission to an existing user when that user invites a new customer, and the new customer creates a Superbuy account and purchases a product.

49. Superbuy's affiliate program provides a commission to an affiliate when a customer purchases a product via a link provided by that affiliate.

50. Other than commissions Superbuy provides to affiliates, Superbuy does not hire, supervise, sponsor, or control social media influencers or affiliates.

51. Superbuy does not provide direction to affiliates as to which products to promote.

52. Unlike other platforms that directly contact influencers to jointly promote products, Superbuy does not collaborate with influencers to promote brand-related products.

53. Superbuy does not create dedicated pages on its platform to promote products.

54. Superbuy does not partner with sellers of branded goods on third-party platforms. For

instance, Superbuy does not profit on the sale of those goods.

55. Superbuy has performed manual searches in its database for any listings that could conceivably be related to RVRG products and has removed access to those listings as well.

56. Superbuy's anti-counterfeiting measures account for virtually all avenues for RVRG products to reach customers through Superbuy, disregarding fraudulent listings.

57. Currently, as the result of the preliminary injunction in this case, approximately [REDACTED] USD in assets have been frozen.

58. To determine profits from US sales, Defendant has obtained data from its warehouse agent for all orders processed through the warehouse which could even be construed as relating to a RVRG product, such as by using key search terms.

59. In total, the sale of all products sold to customers in US states or territories that could conceivably be related to the Rhude brand generated [REDACTED] in revenue. Those sales generated [REDACTED] in shipping fees. Even assuming the high end for Superbuy's service fee at [REDACTED], the maximum profit Superbuy can possibly have made from US sales of these products is [REDACTED].

(Signature Page Follows)

Executed on this _____ day of April 2025 in _____, China.

By: _____

Xiaoya Dai